

**UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF TENNESSEE
COOKEVILLE DIVISION**

UNIVERSAL TECHNOLOGIES, INC., and JESSE E. ROGERS,)	
)	
)	Case No. 2:14-cv-00091
Plaintiffs,)	
)	
v.)	Judge Sharp
)	Magistrate Judge Brown
)	
FAYE CLEEK, CARLA BEAN, NICHOLAS BEAN, GAYE LAWDERMILK, CYNTHIA MATLOCK, UNIVERSAL SERVICES & SUPPLY, ARAIZA, and ARAIZA COMPANY, LLC,)	
)	JURY DEMAND
)	
Defendants.)	

**MOTION TO STAY ORDER DE 234 REQUIRING NOTICE OF DISMISSAL BY APRIL
3, 2017, PENDING SETTLEMENT ENFORCEMENT ACTION PENDING IN
CHANCERY COURT TO ENFORCE PARTIES' SETTLEMENT**

Come now Plaintiffs Universal Technologies, Inc. ("UTI") and Jesse E. Rogers, and moves the Court for an Order staying DE 234 to the extent that DE 234 requires the parties to file a notice of dismissal on or before April 3, 2017.

Defendants Carla Bean, Nicolas Bean and Araiza, LLC, now refuse to be a part of and be bound by terms of a negotiated settlement agreement. Undersigned counsel is a material witness and cannot litigate the settlement agreement. Plaintiffs, therefore, retained outside counsel to protect their interests regarding the settlement agreement. Outside counsel communicated directly with Cleek and Bean's counsel in an effort to resolve this settlement dispute. Outside counsel's efforts proved futile with Cleek's counsel. Bean's counsel remained non-responsive to a March 29, 2017 deadline to sign the settlement agreement. Outside counsel has filed a Complaint in Chancery Court for breach of contract to enforce the settlement agreement. See (Ex 1).

BACKGROUND

Dru Montgomery, counsel for Faye Cleek, negotiated, orally and in writing, and entered into a settlement agreement on behalf of all Defendants. Defendants now propose a one party settlement with Cleek that simply dismisses the claims against the other Defendants without making the other Defendants sign or be bound by the agreed terms of the settlement agreement.

Mr. Montgomery initiated contact with Plaintiffs' counsel regarding a potential settlement. Mr. Montgomery was specifically asked on at least two (2) occasions if he had authority to settle on behalf of all Defendants. He responded affirmatively. He negotiated injunction provisions, both orally and in writing, applicable only to Carla Bean and her company, Araiza, LLC. He negotiated funds held in escrow, some of which came from Bean's bank accounts. He confirmed in writing that settlement negotiations would settle "everyone, including Carla and Nicholas."

Upon reaching a negotiated settlement agreement, Mr. Montgomery was again specifically asked to confirm that he in fact had authority to settle on behalf of all Defendants. He responded affirmatively and stated we have a settlement. He stated that settlement was the easy part, that "Tennessee was being extremely difficult regarding fees," that there was infighting among the attorneys as to how certain funds would be divvied up for outstanding fees and that he was simply trying to get \$40,000 out of certain funds as he had not been paid anything to date.

Defendants, Carla Bean, Nicolas Bean and Araiza, LLC, now refuse to sign, be a part of or be bound by the negotiated terms embodied in the settlement agreement. Plaintiffs have retained independent counsel to handle enforcement of the settlement. After efforts to resolve the dispute proved futile, a Complaint was filed in Chancery Court to enforce the settlement and protect to the interests of UTI and Jesse Rogers. See (Ex 1). Plaintiffs respectfully requests that this Court stay Order DE 234 to the extent that order requires the filing of a notice of dismissal on or before April 3, 2017, pending resolution of the Chancery Court action seeking to enforce the parties' settlement.

Respectfully Submitted,

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CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing was served on all counsel by ECF.

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